Document No. 4604

BOSTON
REDEVELOPMENT
AUTHORITY

Stephen Coyle/*Director*

One City Hall Square
Boston, MA 02201
(617) 722-4300

May 9, 1985

Mr. Jerome Lyle Rappaport
Vice President
Charles River Park, Inc.
One Longfellow Place
Boston, MA 02114

Dear Mr. Rappaport:

This correspondence is intended to be responsive to your letter dated April 25, 1985. I address sequentially each issue presented in that letter.

After extensive review of the Area E files and accompanying legal documents, I must conclude that Charles River Park, Inc. is not now and never has been in default of the Leasehold Agreement dated November 23, 1959. Moreover, it is apparent that the Agreement was breached in 1970, and proper notice of that breach was sent to you. It is my position that as of August 6, 1970 all prior agreements and actions relative to what is now Area E have been rescinded and terminated. The termination has not been modified.

An invitation soon shall be issued to developers urging that they submit proposals for the Lowell Square parcel. We would, of course, be pleased to have you submit, in response to the invitation, a proposal and will proceed to discuss it with you, once you have reviewed the Guidelines and Conditions.

Further, it is hard to believe that residents who have been awaiting the completion of the project for several decades, would find our current efforts a source of concern. The sign is on our property and as we have indicated, we are seeking bids. This is an appropriate course of action, as all prior agreements were terminated. Accordingly, your request for a "tender" is totally inappropriate. As you are aware, a recent appraisal determined the value of Area E to be between five million two hundred thousand dollars ($5,200,000) and fifteen million six hundred ninety two thousand dollars ($15,692,000), depending upon use and density assumptions. Your request that this property be tendered to you for less than one hundred thousand dollars ($100,000)cannot be considered without betraying the public interest which the Authority seeks to protect.

Parenthetically I add that although the threat of litigation in your closing paragraph belies the earlier suggestion of cooperation, the Authority intends to continue this a course of action which includes conducting the public's business in an appropriate manner.

Sincerely,

Stephen Coyle
Director

CHARLES RIVER PARK

JEROME LYLE RAPPAPORT, MANAGING GENERAL PARTNER

One Longfellow Place
Boston, Massachusetts 02114
Telephone (617) 227-7345

April 25, 1985

Stephen Coyle, Director
Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201

Re: Charles River Park, Inc. / Area E

Dear Mr. Coyle:

On April 5, 1985, I received your letter of April 4, 1985, which purports to reject Charles River Park, Inc.'s development plans for Area E.

First, Charles River Park, Inc. is not now, and never has been, in default of the Master Leasehold Agreement. Any doubts that you may have in this regard can be put to rest by a thorough review of the course of dealing, correspondence, and legal documents executed by and between Charles River Park, Inc. and the BRA, and in view of your letter, especially since 1971.

Second, the letter I received does not comport with the terms of the Master Leasehold Agreement and is an inadequate disapproval of Charles River Park, Inc.'s submission. An inadequate disapproval constitutes approval of our plan as submitted in accordance with the Master Leasehold. However, to contribute to an attitude of cooperation that will expedite the development, Charles River Park, Inc. is prepared to further discuss without prejudice the total amount of commercial space and any other matter of concern in the recently approved plan. Please let me know by the end of next week when and if you will be available to have such a discussion.

Since Area E is under agreement to Charles River Park, we herewith request your immediate removal of the sign requesting bids. The sign is unncessarily provocative and exacerbates our dispute. It causes unnecessary concern to our residents, prospective residents and others who rely on Charles River Park to finish the project and protect the existing developments.

Charles River Park, Inc. hereby informs you, as it has in the past, that it is ready, willing and able to take delivery of Area E, and to perform its contractual obligations to commence and complete construction. Therefore, Charles River Park, Inc. hereby requests that the BRA tender Area E in accordance with your obligations under the Master Leasehold Agreement as amended.

You should understand clearly that if the Authority should breach the lease by failing to deliver Area E promptly and at the price set forth in the Master Leasehold Agreement, Charles River Park, Inc. will take all the steps necessary to protect and preserve its rights under the lease and to hold the Authority fully responsible for all the damage Charles River Park, Inc. and its related entities may suffer.

Sincerely,

CHARLES RIVER PARK, INC.

Jerome Lyle Rappaport
Its Vice President

JLR/aeh

cc: Robert Farrell
Joseph J. Walsh
James Flaherty
William A. McDermott, Jr.
Clarence Jones

MEMORANDUM MAY 9, 1985

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: PAUL L. McCANN, EXECUTIVE ASSISTANT TO THE DIRECTOR
AND ARTHUR SHEA, CHIEF GENERAL COUNSEL

SUBJECT: WEST END ASSEMBLY AND REDEVELOPMENT PROJECT
PARCEL 2-1E/1F

As a result of communications between Charles River Park and the Authority, Jerome Rappaport on behalf of Charles River Park, Inc. has requested, by the letter of April 25, 1985 which is attached, a tender of the so-called Area E of Parcel 2-1E/1F in the West End Land Assembly and Redevelopment Area.

Consistent with the Authority's recent actions, a tender is totally inappropriate as the Master Leasehold Agreement regarding this parcel was terminated almost fifteen years ago.

It is recommended that the Authority authorize the Director to send the attached letter to Mr. Rappaport in response to his communication.

VOTED: That the Director be, and hereby is, authorized to send the attached letter dated May 9, 1985 from Stephen Coyle, Director to Jerome Lyle Rappaport, Charles River Park Inc., notifying him of the Authority's response to his April 25, 1985 communication.